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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01200

GENERAL REQUIREMENTS

**03/02**

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## SECTION 01200

GENERAL REQUIREMENTS  
03/02

## PART 1 GENERAL

## 1.1 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## CORPS OF ENGINEERS (COE)

|                |  |
|----------------|--|
| COE EM 385-1-1 | (1996) Safety and Health Requirements Manual |
| ER 415-1-5-89  | Construction Time Extension for Weather      |

## DEPARTMENT OF COMMERCE (DOC)

|              |  |
|--------------|--|
| DOC PS 1     | (1983) Construction and Industrial Plywood |
| DOC PS 20-70 | American Softwind Lumber Standard          |

## CODE OF FEDERAL REGULATIONS

|              |   |
|--------------|---|
| 29 CFR 1926  | Safety and Health Regulations for Construction                    |
| 33 CFR 80    | Colregs Demarcation Lines   |
| 33 CFR 156   | Oil and Hazardous Material Transfer Operations                    |
| 33 CFR 80-84 | COLREGS   |
| 33 CFR 96    | Rules for Safe Operation of Vessels and Safety Management Systems |

## Federal Specifications (FS)

|             |   |
|-------------|---|
| FS FF-B-575 | (Rev C) Bolts, Hexagon and Square   |
| FS FF-N-105 | (Rev B; Int Am 4) Nails, Brads, Staples and Spikes: Wire, Cut and Wrought |

|             |   |
|-------------|---|
| FS FF-N-836 | (Rev D; Am 2) Nut: Square, Hexagon, Cap, Slotted, Castle, Knurled, Welding and Single Ball Seat |
| FS TT-E-529 | (Rev D) Enamel, Alkyd, Semi-Gloss   |
| FS TT-P-25  | (Rev E; Am 2) Primer Coating, Exterior (Undercoat for Wood, Ready-Mixed, White and Tints)       |
| FS MM-L-751 | (Rev D) (Rev H) Lumber; Softwood  |

US Coast Guard

|                |   |
|----------------|---|
| INST M16672.28 | Navigation Rules, International-Inland, latest edition. |
|----------------|---|

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office, that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

### SD-01 Preconstruction Submittals

Site Specific Safety and Health Plan; G

Activity Hazards Safety Analysis; G

Work and Storage Area Plan; G

### SD-05 Design Data

Aerial Photographs

### SD-11 Closeout Submittals

As-Built plans; G

## 1.3 PROJECT SIGNS AND BULLETIN BOARDS

### 1.3.1 General

The Contractor shall construct and erect project and hard hat signs and a bulletin board at the respective locations designated by the Contracting Officer. The signs shall conform to the requirements depicted in the plans included at the end of this section. Signs shall be erected as soon as possible and within 10 days after commencement of work for this contract.

### 1.3.2 Construction Signs

## 1.3.2.1 Materials

Lumber shall conform to DOC PS 20-70, and shall be seasoned Douglas Fir, SRS, Grade D or better except that posts, braces and spacers shall be construction Grade (WCLB)

Plywood shall conform to DOC PS 1, Grade AC, Group 1, Exterior.

Bolts, Nuts and Nails. Bolts and nuts shall be galvanized conform to FS FF-B-575 and to FS FF-N-836. Nails shall conform to FS FF-N-105.

Paints and Oils. Paints shall conform to FS TT-P-25 for primer and FS TT-E-529 for finish paint and lettering.

## 1.3.2.2 Execution

Signs shall be erected as soon as possible and within 10 days after commencement of work under this contract shall include:

Project Sign at location designated by the Contracting Officer.

Warning Signs facing approaching traffic on all haul roads crossing under overhead power transmission lines.

Five (5) hard hat signs at locations directed.

Four (4) disposal signs at locations directed

Project and hard hat signs shall be constructed per the details shown in attached figures. Decals for hard hat signs shall be furnished by the Contracting Officer.

The Contractor shall place a sign in an area that will easily identify the storage area. The sign will notify the public of the Storage Area for the Contractor, equipment, and construction crew. Public parking is not allowed in this area.

## 1.3.3 Bulletin Board at the Contractor's office

A weatherproof bulletin board, approximately 36 inches wide and 30 inches high, with hinged glass door shall be provided adjacent to or mounted on the Contractor's project office. If adjacent to the office, the bulletin board shall be securely mounted on no less than 2 posts. Bulletin board and posts shall be painted or have other approved factory finish. The bulletin board shall be easily accessible at all times and shall contain wage rates, equal opportunity notice, and such other items required to be posted.

## 1.3.4 Maintenance and Disposal

The Contractor shall maintain signs in good condition throughout the life of the project. Signs shall remain the property of the Contractor and upon completion of the project they shall be removed from the site.

#### 1.4 PUBLIC UTILITIES

##### 1.4.1 General

The approximate location of all railroads, pipelines, power and communication lines, cables and other utilities known to exist within the limits of the work are indicated on the plans. The sizes, locations, and names of owners of such pipelines, cables and utilities are given from available information, but their accuracy is not guaranteed, reference Section 02225 PIPELINE AND CABLE REMOVAL. Except as otherwise indicated on the plans, all existing utilities will be left in place and the Contractor shall conduct his operations in such a manner that the pipelines, cables and utilities will be protected from damage at all times, or arrangements shall be made by the Contractor for their relocation at the Contractor's own expense. The Contractor shall be responsible for any damage to pipelines, cables, and utilities known to exist and shall reimburse the owners for such damage caused by his operations.

##### 1.4.2 Pipelines, Cables and Utilities To be Removed, Relocated or Protected

The Contractor shall notify the Contracting Officer, in writing, 14 calendar days prior to starting work on any pipeline, cable or utility to be removed, relocated or protected. On each removal, relocation, notification shall include dates on which the Contractor plans excavation, by-pass work, removal work and/or installation work, as applicable.

Pipelines, Cables or Utilities to be relocated or removed not as part of this contract are designated "To be Relocated by others" or "To be removed by others", respectively. Pipelines, Cables or Utilities shown on the plans and not so designated will be left in place and be subject to the provisions of the CONTRACT CLAUSE: PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS. The Contractor may make arrangements with the owner for temporary relocation and restoration of pipelines, cables and utilities not designated to be relocated, or for additional work in excess of the work needed to relocate pipelines, cables or utilities designated for relocation at no additional cost to the Government.

##### 1.4.3 Pipelines, Cables, and Utilities Not Shown

If the Contractor encounters, within the construction limits of the entire project, pipelines, cables or utilities not shown on the plans and not visible as of the date of this contract and if such pipelines, cables or utilities will interfere with construction operations, he shall immediately notify the Contracting Officer in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such pipelines, cables, or utilities are left in place, removed or relocated, as directed by the Contracting Officer, the Contractor shall be entitled to an equitable adjustment for any additional work or delay.

##### 1.4.4 Electrical Current

All electric current required by the Contractor shall be furnished at his expense. All temporary lines shall be furnished, installed, connected, and

maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer and shall be removed by the Contractor in a like manner at his expense prior to final acceptance of the construction.

#### 1.4.5 Coordination

The Contractor shall consult and cooperate with the owner of pipelines, cables and utilities that are to be relocated or removed by others to establish a mutual performance schedule and to enable coordination of such work with the construction work. These consultations shall be held as soon as possible after award of the contract or sufficiently in advance of anticipated interference with construction operations to provide required time for the removal or relocation of affected pipelines, cables or utilities.

It shall be the responsibility of the Contractor to fully coordinate all work with all other contractors, Los Angeles Harbor Department forces, and personnel working concurrently in the project vicinity.

The Contractor shall coordinate and cooperate with all occupants of each berth affected by the project to insure uninterrupted continued operation of all port facilities. Contractor's operations shall not interfere or disrupt ongoing terminal operations at the West Basin Terminals, Pier 300 Terminal, and Pier 400 Terminal.

If there is a coordination problem in the dredging project, the Contracting Officer shall be notified immediately and a meeting between all parties involved shall be held to resolve the problem.

Coordination with Port Police- the Contractor shall:

- a. Provide, per U.S. Coast Guard requirements, VHF Channel 13 (156.65 MHZ) Bridge to Bridge radio communication which is exclusively for use in communicating with Port Pilots.
- b. Also, provide a working channel for all other communications in addition to emergency channel 13 and 16.
- c. Provide and use an appropriate whistle for signaling replies to Port Pilot warnings of ship approaches.
- d. Check in each morning with Pilot Station.

Prior to start of construction activities the Contractor shall attend a meeting with the Contracting Officer and the Project Engineer, U.S. Coast Guard Captain of the Port, Los Angeles Port Pilots, and the Los Angeles Port Police to outline the organization for prevention/elimination of traffic conflicts.

Prior to start of work, the Contractor shall provide the Contracting Officer with names, addresses and 24-hour phone numbers of the Contractor's project engineers, superintendent, and foreman.

#### 1.5 SITE ACCESS

The plans and specifications indicate the general means of site access for Contractor's work force and equipment. Prior to submission of bid, Contractor shall have satisfied himself on the means and methods of site access and of the operational restrictions concerning site access and allow for these in his bid price.

#### 1.6 NOTICES

Copies of letters or notifications made to pipeline, cable or utility companies, U.S. Navy, U.S. Coast Guard, Port of Los Angeles, County, and others shall be provided to the Contracting Officer.

##### 1.6.1 Traffic Routing

The Contractor shall notify the Contracting Officer 14 days in advance of the time work will be started in areas requiring the rerouting of traffic, traffic lane striping, and removal of street signs. The foregoing shall apply to progressive modifications of traffic routing within an area in which work is in progress.

Police, Port Police, Coast Guard, and Fire Departments shall be notified by the Contractor whenever a street is to be closed to traffic, and obtain required permits, see paragraph POINTS OF CONTACT. If the closing is to be of long duration, a single notification to each department three (3) days before closing will be sufficient. A single notification shall then be made at the time the street is again opened to traffic. If the closing is to be of short duration or if different sections of the street are to be closed at different times, notifications shall be made on a day-to-day basis.

##### 1.6.2 Underground Service Alert

The Contractor shall contact Underground Service Alert. Notify Underground Service Alert at (800) 422-4133 at least 2 working days, but not more than 14 calendar days prior to performing any excavation or other work close to any underground pipeline prior to commencement of demolition and work.

##### 1.6.3 Existing Bench Marks and R/W Markers

The Contractor shall notify the Contracting Officer, in writing, 7 days in advance of the time he proposes to remove any bench mark or right-of-way marker. Along with the notification, the Contractor shall provide an alternate plan for maintaining the survey point.

##### 1.6.4 United States Coast Guard

The Contractor shall notify, in writing, the Commander Eleventh Coast Guard District, and the Coast Guard Marine Safety Office/Group LA-LB not less than 14 calendar days prior to commencing work. The notifications, via letter, e-mail, or facsimile (with copy provided to the Contracting Officer), shall include as a minimum the following information:

- a. Project description and location including latitude/longitude (NAD 83).



- b. Size and type of any floating construction equipment to be used and displacement of such.
- c. Name and radio call signs for working vessels.
- d. Telephone number for 24-hour on-site contact and phone number of Project Engineer.
- e. Construction schedule with start and completion dates.
- f. Potential hazards to navigation.
- g. Recommend the following language to be used in the Local Notice to Mariners: "Mariners are urged to transit at their slowest safest speed to minimize wake, and proceed with caution after passing arrangements have been made."

Mail address:

|                                       |                                    |
|---------------------------------------|------------------------------------|
| Commander (oan)                       | U.S. Coast Guard                   |
| Eleventh Coast Guard District         | Marine Safety Office / Group LA-LB |
| Building 50-6                         | 1001 South Seaside Ave., Bldg 20   |
| Coast Guard Island                    | San Pedro, CA 90731                |
| Alameda, CA 94501-5100                | Attn: Waterways Management         |
| ATTN: Local Notice to Mariners        | Phone # (310) 732-2020             |
| TEL (510) 437-2970 FAX (510) 437-5836 | Fax # (310) 732-2029               |
| email: srushing@d11.uscg.mil          | e-mail: rgriffiths@d11.uscg.mil    |
| cc: mcarlson@d11.uscg.mil             |                                    |

#### 1.7 AIDS TO NAVIGATION

Navigation aids located within or near the areas required to be dredged will be removed by U.S. Coast Guard in advance of dredging operations. The Contractor shall not remove, relocate, obstruct, willfully damage, make fast to, or interfere with any aids to navigation unless specifically noted as part of this work. The U.S. Coast Guard has authority for moving or relocating aids to navigation. The Contractor shall notify the Eleventh Coast Guard District in writing with a copy to the Marine Safety Office / Group LA-LB, and the Contracting Officer, not less than 14 days in advance of the time he plans to operate any equipment adjacent to any aids to navigation which requires relocation or removal.

Navigation: The Contractor's operations shall conform to the U.S. Coast Guard publication "Navigation Rules, International-INST M16672.2", latest edition.

#### 1.8 DREDGING AIDS

The Contractor shall submit a plan to the Contracting Officer on use and location of Temporary navigational aids and obtain the approval of the U.S. Coast Guard and the Chief Port Pilot 30 days prior to placing any buoy or other dredging aid markers in the water. Buoys and other dredging aids markers shall be equipped with necessary lights and the Contractor shall insure that all lights are in proper working order prior to installation. Buoys and dredging aid markers shall be maintained throughout the length of the dredging operation and shall not be colored, marked, or placed in a manner that will obstruct or be confused with other navigational aids. The Contractor's buoys and aid markers shall conform to U.S. Coast Guard regulations.

All underwater and above surface hazards to navigation shall be marked with a quick-flash white light at least 40 candela.

#### 1.9 RESTRICTIONS

##### 1.9.1 Obstruction of Channel

The Government will not undertake to keep the harbor entrance or navigation channels free from vessels or other obstructions. The Contractor shall be required to conduct the work in such a manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, temporary buoys, and piles and other marks placed by him under the contract in navigable waters or on shore. The Contractor's dredge shall be equipped for bridge to bridge communication with other vessels and the Contractor shall monitor prescribed channel in compliance with Coast Guard regulations.

Representatives of other Agencies. Personnel representing owners and agencies may be present for various portions of the work. However, the Contractor will be responsible only to the Contracting Officer.

The Contractor shall keep all areas neat, clean, and in a safe condition at all times.

##### 1.9.2 Electric Current

All electric current required by the Contractor shall be furnished at his expense. All temporary connections for electricity shall be subject to the approval of the Contracting Officer. All temporary lines shall be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer and shall be removed by the Contractor in a like manner at his expense prior to final acceptance of the construction.

##### 1.9.3 Pipeline Crossings.

The Contractor shall provide anchors or similar provisions to prevent rupture along the pipelines as required and where pipeline change in direction 22 degrees or more. Spills resulting from rupture shall be removed by and at the expense of the Contractor. Should submerged pipeline cause shoaling in the channel, the Contractor shall remove such shoals and restore to the depths as existed prior to the laying of the submerged pipe. Materials so removed shall be disposed of in a manner approved by the Contracting Officer. No separate payment will be made for the removal of such shoals and all cost thereof shall be included in the contract price with no additional cost to the Government.

##### 1.9.4 Channel Crossings:

Where the Contractor's delivery pipe and any required power lines cross

navigation channels, the top of the pipe and power lines shall be submerged and maintained to a minimum depth of -72 feet MLLW in the Entrance Channel (**Glenn Anderson Ship Channel**) to Pier 300 Turning Basin (**LA North Channel Turning Basin**), -45 feet MLLW in the Main, East Basin and West Basin Channels, -52 feet MLLW in the Pier 300 Channel (**LA North Channel or Northern Channel**), -67 feet MLLW in the Pier 400 Channel (**South Channel**), and -51 feet MLLW in the Super Tanker Channel (**Fairway Non-Federal Channel**) to provide an unrestricted navigation over the pipe and power lines for a distance of not less than the width of the channels. The Contractor shall prevent floating of the submerged pipeline and powerline (i.e. anchors, weights, air valves, etc.). The Contractor shall remove the anchors or weights after completion of the dredging operations.

#### 1.10 MARINE PLANT AND EQUIPMENT

- a. All marine plant and equipment which are required by federal regulations to be inspected by the United States Coast Guard, shall have valid certifications. No marine plant or equipment requiring Coast Guard inspection shall be put into use on the job without the required certification issued by the U.S. Coast Guard Officer in Charge of Marine Inspections.
- b. All marine construction equipment shall monitor appropriate VHF marine safety radio channels.
- c. Fuel transfer operations shall conform to U.S. Coast Guard design regulations, 33 CFR 156.
- d. Marine Equipment and Construction Equipment Inspection. The Contracting Officer will make a detailed inspection of the Contractor's marine equipment and all construction equipment. A Marine Inspection Checklist and construction Equipment Inspection Checklist will be completed by the Contracting Officer prior to start of dredging. The Contractor may be required to modify or repair portions of its marine equipment and construction equipment that does not meet minimum standards as identified in the checklist before the marine equipment and construction equipment will be allowed to operate at the site. Any delays caused by required modifications or repairs will not be cause for any added cost to this contract and / or an extension in the time specified for completion of the contract.

#### 1.11 POINTS OF CONTACT

Representatives shall be notified ten (10) working days before work commences in areas affecting them, unless otherwise indicated.

##### FEDERAL AGENCIES:

|                                  |                      |                |
|----------------------------------|----------------------|----------------|
| U.S. Army Corps of Engineers     |                      |                |
| Resident Engineer                | Dan Moore            | (909) 981-5571 |
| Safety Office                    | Susan Tianen         | (213) 452-3898 |
| U.S. Coast Guard                 |                      |                |
| Marine Safety Office/Group LA-LB | LT Rob Griffiths     | (310) 732-2020 |
|                                  | BMC Robert Mikulskis | (310) 732-2020 |

|                    |                     |                |
|--------------------|---------------------|----------------|
| Notice to Mariners | QM2 Shannon Rushing | (510) 437-2970 |
| Aids to Navigation | LT Matt Salas       | (510) 437-2969 |
| Signal Management  | LT Matthew Braden   | (510) 437-2978 |

|                              |              |                |
|------------------------------|--------------|----------------|
| Federal Correction Institute |              |                |
| Terminal Island              | Tammy Wooden | (310) 831-8961 |

## LOS ANGELES HARBOR DEPARTMENT, CITY OF LOS ANGELES:

|                       |              |                |
|-----------------------|--------------|----------------|
| Chief Harbor Engineer | Stacey Jones | (310) 732-3646 |
|-----------------------|--------------|----------------|

|   |                |                |
|---|----------------|----------------|
| Chief Port Pilot                              | Pilot Dispatch | (310) 732-3805 |
| Captains Bent Christiansen and Michael Rubino |                |                |

|             |                 |                |
|-------------|-----------------|----------------|
| Port Police | Watch Commander | (310) 732-3491 |
|             | Emergencies     | (310) 732-3500 |

|            |              |                |
|------------|--------------|----------------|
| Wharfinger | Cathy Lozano | (310) 732-3833 |
|------------|--------------|----------------|

|                                 |               |                |
|---------------------------------|---------------|----------------|
| Construction & Maintenance Yard | Joannie Mukai | (310) 732-3555 |
|---------------------------------|---------------|----------------|

|                        |                |                |
|------------------------|----------------|----------------|
| Substation information | Ben Chavdarian | (310) 732-3622 |
|------------------------|----------------|----------------|

|                |             |                |
|----------------|-------------|----------------|
| City Lifeguard | Manya Traub | (310) 514-0261 |
|----------------|-------------|----------------|

|  |                |                |
|--|----------------|----------------|
| Fire Department Battalion Headquarters | Chief Callaway | (310) 548-7516 |
|--|----------------|----------------|

|                         |              |                |
|-------------------------|--------------|----------------|
| Dept. of Water & Power  |              |                |
| Power System Operations | Johnson Tsui | (213) 367-0329 |

|                      |               |                |
|----------------------|---------------|----------------|
| Least Tern Biologist | Dennis Hagner | (310) 732-3682 |
|----------------------|---------------|----------------|

## LOS ANGELES COUNTY:

|                          |                |                |
|--------------------------|----------------|----------------|
| Baywatch, Cabrillo Beach | John Lorentzen | (310) 372-2166 |
|--------------------------|----------------|----------------|

|                          |               |                |
|--------------------------|---------------|----------------|
| Dept. Recreation & Parks | Ron Berkowitz | (310) 548-7519 |
|--------------------------|---------------|----------------|

## STATE OF CALIFORNIA:

|                               |               |                |
|-------------------------------|---------------|----------------|
| Calif. Regional Water Quality |               |                |
| Control Board-LA Region       | Michael Lyons | (213) 576-6718 |

|                        |                  |                |
|------------------------|------------------|----------------|
| Dept. of Fish and Game | Marilyn Fluharty | (858) 467-4231 |
|------------------------|------------------|----------------|

## SOUTH COAST AIR QUALITY MGMT DISTRICT

|                  |                |
|------------------|----------------|
| William Thompson | (909) 396-2398 |
|------------------|----------------|

## OTHERS:

|                 |              |                |
|-----------------|--------------|----------------|
| Marine Exchange | Dick Mckenna | (310) 832-6411 |
|-----------------|--------------|----------------|

|                            |                |                |
|----------------------------|----------------|----------------|
| Terminal Island Processing | Mike Chevalier | (310) 832-2691 |
|----------------------------|----------------|----------------|

|  |                  |                |
|--|------------------|----------------|
| Container Care, Ltd.                       | John Hunter      | (310) 547-0867 |
| Southern California Gas Co.                | John Dewitt      | (310) 732-4237 |
| Terminal Island Treatment<br>Plant Manager | Clarence Mansell | (310) 548-7543 |
| Kaiser International Corp.                 | Roy Cootes       | (310) 514-2084 |

#### 1.12 TRANSPORTATION

The Contractor shall obtain and comply with all transportation permits and requirements.

The Contractor shall submit a plan for use of the Contractor's work and storage area for approval not less than 10 days prior to mobilization in the area. Only construction equipment, crew, and their support vehicles shall use the storage site in the harbor area.

#### 1.13 PUBLIC SAFETY.

Attention is invited to the CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES. The Contractor shall provide temporary fencing, barricades, and/or guards, as required, to provide protection in the interest of public safety. Whenever the Contractor's operations create a condition hazardous to the public, he shall furnish at his own expense and without cost to the Government such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered and he shall furnish, erect, or maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. Flagmen and guards, while on duty and assigned to give warning and safety devices shall conform to applicable city, county, and state requirements. Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the Contracting Officer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the Government. Should the Contracting Officer point out the inadequacy of warning and protective measures, such action of the Contracting Officer shall not relieve the Contractor from any responsibility for public safety or abrogate his obligation to furnish and pay for those devices. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

#### 1.14 GENERAL SAFETY REQUIREMENTS

##### 1.14.1 General

The Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, (see CONTRACT CLAUSES: SECTION 00700, ACCIDENT PREVENTION) and the Occupational Safety and Health Act (OSHA) Standards for Construction (Title

29, Code of Federal Regulations Parts 1910 and 1926 as revised from time to time) and Cal/OSHA Title 8 Regulations are applicable to this contract. In case of conflict, the most stringent requirement of the standards is applicable. Pursuant to EM 385-1-1, the Contractor shall submit a Site-specific Safety and Health Plan.

#### 1.14.2 The Prime Contractor's Superintendent

The Prime Contractor's superintendent shall take an active role in enforcing the safety requirements by participation in safety conferences, hazard analysis (see below), tool box meetings, walk-through inspections, correction of violations, etc., and including that of the subcontractor's work.

#### 1.14.3 Activity Hazard Analysis

Based on the construction schedule, the Contractor shall submit an Activity Hazards Safety Analysis of each major phase or work prior to entering that phase of activity. The analysis shall include major or high risk hazards, as well as commonly recurring deficiencies that might possibly be encountered for that operation, and shall identify proposed methods and techniques of accomplishing each phase in a safe manner. The Prime Contractor's superintendent shall take active participation in the Activity Hazard Analysis, including the subcontractor's work. Prior to start of actual work a meeting shall be held with the Prime Contractor, Government, and affected subcontractor to review the Activity Hazard Analysis. In addition, job site meetings shall be held to train exhaustively foreman and workers on details of this analysis.

#### 1.14.4 Violations

If recurring violations and/or gross violation indicate that the safety performance is unsatisfactory, corrective action shall be taken as direction and at the discretion of the Contracting Officer's Representative the retention or some part thereof will withheld from the progress payment until corrective action has been completed.

#### 1.14.5 Fire Prevention

Cutting or welding will be permitted only in areas that are or have been made fire safe. Where possible, all combustibles shall be located at least 36 feet horizontally from the work site. Where such location is impracticable, combustibles shall be protected with flame-proofed covers or otherwise shielded with metal asbestos guards or curtains. Edges of covers at the floor shall be tight to prevent sparks from going under them. This precaution is also important at overlaps where several covers are used to protect a large pile. Other fire prevention precautions shall be in accordance with the latest National Fire Codes.

#### 1.14.6 Record keeping/Reporting/Reporting Requirements

On all contract operations, the Prime Contractor shall be responsible for recording and reporting all accident exposure and experience incident work. (This includes exposure and experience of the Prime Contractor and his/her

sub-Contractor(s)). As a minimum these records shall include exposure work-hours and a log of occupational injuries and illnesses. (OSHA Form 200 or state equivalent as prescribed by 29 CFR 1926) Reference COE EM 385-1-1.

#### 1.14.7 Accident Reporting

As part of the requirements for reporting accidents in accordance with EM 385-1-1, Section 1, the Prime Contractor will submit at the 50% point and 100% of project completion, a written summary of worker's compensation claims filed by workers in the project. The report will include all subcontractors. The main report covering the Prime Contractor claims will be certified as "correct and true" by the Contractor's compensation insurance carrier. The same certification will be required for subcontractor reports.

All accidents are to be reported immediately to the Contracting Officer. The Government Safety Office must be notified within 24 hours and a written report of the incident must be submitted to the Contracting Officer within 24 hours.

#### 1.15 SIGNAL LIGHTS.

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels, working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipelines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passings by other vessels of floating plant working in navigable channels, as approved the commandant, U.S. Coast Guard (33 CFR 80-84 and 33 CFR 96). All Contractor's anchor buoys, floating line, and plant shall be marked with flashing beacon lights after dark. Obstructions and hazards to navigation mentioned above shall be painted for visibility during daylight hours.

#### 1.16 PERMITS

General. Reference is made to the clause of the contract entitled: PERMITS AND RESPONSIBILITIES, which obligate the Contractor to obtain all required licenses and permits.

Equipment Requiring Air Quality Permits. For equipment that requires an Air Quality permits, the Contractor shall have a current, valid Air Quality permit from the South Coast Air Quality Management District. Reference paragraph POINTS OF CONTACT. A copy of the permit shall be provided to the Contracting Officer within 30 days after commencing work. The Contractor shall maintain a current record of equipment and permit information at the job site, and update the record on a weekly basis.

#### 1.17 INSPECTION

## 1.17.1 General

Reference is made to the contract clause: INSPECTION OF CONSTRUCTION. In addition, the Contracting Officer may direct the maintenance of the gages, ranges, location marks and limit marks in proper order and position; but the presence of the Contracting Officer shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

- a. To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys, prescribed in the SECTION 02020: DREDGING paragraph: FINAL EXAMINATION AND ACCEPTANCE.
- b. To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the work areas. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.
- c. To allow, upon the request of the Contracting Officer's Representative, authorized representatives of the California Regional Water Quality Control Board and the South Coast Air Quality Management District to: enter upon the Contractor's premises where a regulated facility or activity is located or conducted, or where records are kept; have access to and copy, at reasonable times, any records that must be kept per agency requirements; inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated by these agencies; and sample or monitor at reasonable times any substances or parameters at any location for the purpose of assuring compliance with agency regulations.

## 1.17.2 Marine Equipment and Construction Equipment Inspection

Certification. All marine plant and equipment which are required by federal regulations to be inspected by the United States Coast Guard, shall have valid certifications. No marine plant or equipment requiring Coast Guard inspection shall be put into use on the project without the required certification issued by the U.S. Coast Guard Officer in Charge of Marine Inspections.

The Contracting Officer will make a detailed inspection of the Contractor's marine equipment and all construction equipment. A Marine Equipment Inspection Checklist and Construction Equipment Inspection Checklist will be completed by the Contracting Officer prior to start of dredging or other work. The Contractor may be required to modify or repair portions of its marine equipment and construction equipment that does not meet the minimum standards as identified in the Checklists before the marine equipment and



construction equipment will be allowed to operate at the site. Any delays caused by the required modifications or repairs will not be cause for any added costs to the contract and/or extension in the time specified for completion of the contract. A sample of the checklists are attached at the end of this section.

#### 1.18 NAVIGATION

The contractor's operations shall conform to the U.S. Coast Guard publication "Navigation Rules, International-Inland", INST M16672.28, latest edition.

#### 1.19 WORK AREAS AND EASEMENTS

The Contractor shall submit a Work and Storage Area Plan for approval within 15 days after receipt of Notice to Proceed. Contractor's work and storage areas, as shown in exhibits 2, 3 and 5 attached to this section, shall be enclosed by a 1.8 meter high chain-link fence. Fence material shall be provided by the Contractor and may be new or used. Upon completion of the work, the fence materials shall become property of the Contractor and shall be removed from the site. **The Contractor shall provide 24-hour, 7 days per week security for all areas.**

#### 1.20 CORPS OF ENGINEERS RESERVE FLEET

If the work specified in this contract is performed by a hopper dredge(s), the owner must have an active Basic Ordering Agreement (BOA) for the hopper dredge(s) on file with the Corps. The Contractor shall be obligated to make the hopper dredge(s) available to serve in the Corps of Engineers Reserve Fleet (CERF) at any time that the hopper dredge(s) is performing work under this contract. When the Contracting Officer is notified of the decision to activate this dredge(s) into the CERF, he shall take appropriate action to release the dredge(s). He may then extend or terminate the contract to implement whichever action is in the best interest of the Government. The CERF Contractor shall also be subject to the following conditions:

The Director of Civil Works may require the Contractor to perform emergency dredging at another CONUS (48 contiguous states) site for a period of time equal to the remaining time under this contract at the date of notification plus up to ninety (90) days at the previously negotiated rate which appears on the schedule of prices in the BOA.

The Chief of Engineers may require the Contractor to perform emergency dredging at an OCONUS (Outside CONUS which includes Alaska, Hawaii, Puerto Rico, the Virgin Islands, or U.S. Trust Territories) site for a period of time equal to the time remaining under this contract at the date of notification plus up to one hundred eighty (180) days at the negotiated rate which appears on the schedule of prices in the BOA.

The CERF shall be activated by the Chief of Engineers or the Director of Civil Works; then the Ordering Contracting Officer will notify the Contractor. From the time of notification, the selected hopper dredge(s) must depart for the emergency assignment within seventy-two

(72) hours for CONUS or ten (10) days for OCONUS assignments.

A confirming delivery order will be issued pursuant to the Basic Ordering Agreement (BOA) by the Ordering Contracting Officer. Such delivery order shall utilize the schedule of rates in the BOA for the specific hopper dredge(s).

If during the time period specified in the paragraphs above, a CERF vessel(s) is still required, the contract performance may be continued for additional time by mutual agreement.

#### 1.21 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled: DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

The following schedule of monthly anticipated adverse weather delays is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

##### MONTHLY ANTICIPATED ADVERSE WEATHER DAYS Work Days Based on Five (5) Day Work Week

| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 5   | 4   | 3   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 3   |

Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated, the Contracting Officer will convert any qualifying days to calendar days, giving full consideration for equivalent fair weather work days, and issue a

modification in accordance with the Contract Clause entitled: DEFAULT (FIXED PRICE CONSTRUCTION).

#### 1.22 METHOD OF DREDGING

This contract is suitable for the following methods of dredging: hydraulic (cutter head) and pipeline, hopper dredge, back-hoe and clamshell-barge. The following restrictions shall apply:

- a. To minimize adverse turbidity watertight hopper bins, barges or scows will be required for holding and transporting dredged material from clamshell-barge and pipeline-barge operations.
- b. A dredge fill plan shall be submitted in accordance with SECTION 02020: DREDGING and approved by the Contracting Officer prior to commencement of dredging operations.
- c. The Contractor shall comply with all applicable Federal, State, County, and municipal laws, regulations, and permits governing the work.

#### 1.23 AS-BUILT PLANS

##### 1.23.1 General

The Contractor shall prepare and furnish the As-Built plans for the project. The as-built plans shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of plans and a record of all deviations, modifications, or changes from those plans, however minor, which were incorporated in the work, all additional work not appearing on the contract plans, and all changes which are made after final inspection of the contract work. In event the Contractor accomplishes additional work which changes the as-built conditions of the facility after submission of the as-built plans, the Contractor shall furnish revised and/or additional plans as required to depict as-built conditions. The requirements for these additional plans will be the same as for the as-built plans included in the original submission. The plans shall show the following information, but not be limited thereto:

- (1) The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.
- (2) The location and dimensions of any changes to structures.
- (3) Correct grade or alignment of roads, channels, structures or utilities if any changes were made from contract plans.
- (4) Correct elevations if changes were made in site grading.
- (5) Changes in details of design or additional information obtained from working plans specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, dimensions of equipment foundations, etc.

(6) All changes or modifications which result from the final inspection.

#### 1.23.2 Preliminary As-Built Plans

The Contractor shall maintain one (1) set of full size, blue-line prints marked up in red to show as-built conditions. This set of as-built prints shall be kept current and available at the job site at all times. All changes from what is shown on the contract plans, whether it be from changes requested by the Contracting Officer or resulting from additional information which might be uncovered in the course of construction, shall be accurately and neatly recorded as they occur by means of details and notes. The marked-up as-built prints will be jointly inspected for accuracy and completeness by the Contracting Officer and Contractor prior to submission of each monthly pay estimate. Information to be included on these preliminary plans shall conform to the requirements as stated above. Any and all as-built modifications shall be reflected on all sheets affected by the modifications.

#### 1.23.3 Review Submittal

Not later than 14 calendar days after acceptance of the project by the Government, the Contractor shall deliver to the Contracting Officer one (1) full size set of blue-line plans marked up to depict the as-built conditions. If upon review, the plans are found to contain errors and/or omissions, they shall be returned to the Contractor for corrections.

#### 1.23.4 Computer Drawing Files (CADD)

The Contractor shall develop the final computer file as-built plans from the approved preliminary plans. The computer files shall be delivered in MicroStation Version 8 format, a Computer Aided Design and Drafting (CADD) program. Plans shall be prepared in general accordance with the Los Angeles District manual "Standards for Drafting" and the "Standards Manual for U.S. Army Corps of Engineers Computer-Aided Design and Drafting (CADD) Systems."

#### 1.23.5 Original Contract CADD Files.

The Government will provide all the computerized drawing files, along with a listing and description of the file contents, used to produce plans to advertise this contract. The Contractor shall be responsible for downloading the computer files via the method described below.

#### 1.23.6 Receiving Data via the Corps' File Server.

A formal request for the project files shall be submitted two (2) weeks in advance of the anticipated downloading. The project files, in MicroStation (CADD) binary format, will then be stored on the file server for a period of two (2) weeks for the Contractor to retrieve via modem. The Contractor will be provided all relevant information regarding access to the server via modem or Internet address.

#### 1.23.7 Delivery

Prior to finalizing the plans, two sets of plans shall initially be provided to the Contracting Officer for review and approval. The Contracting Officer shall complete his or her review within ten (10) working days. Upon final approval, the Contractor shall furnish two (2) full size sets and two (2) half size sets of the final as-built plans on reproducible mylars, and the computerized project files in MicroStation format. All project files, whether revised or not, shall be provided to the Contracting Officer.

#### 1.24 PROGRESS AERIAL PHOTOGRAPHS

The Contractor shall take monthly Aerial Photographs of the construction site depicting the construction progress. The Contractor shall take vertical photographs at a scale of 1-inch equals 500 feet, overlapping 20 percent. Two sets of 9-inch by 9-inch color contact photographic prints and negative and digital version of same shall be submitted to the Contracting Officer on a monthly basis.

#### 1.25 NON CONTRACT WORK.

The contractor and/or his subcontractors shall not perform any work or erect any structure for third parties, landowners or otherwise, within the limits of the rights-of way without prior approval of the Contracting Officer.

#### 1.26 OTHER CONSTRUCTION.

There are a number of projects near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adopt scheduling and performing the work under this contract to accommodate the other work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any action that will interfere with the performance of work by any other Contractor or by Government employees. The Contractor shall coordinate work with port pilots (Port of Los Angeles, Port of Long Beach, and U.S. Navy), provide required reports with the construction activities in the area, and coordinate work with navigation activities or maritime efforts in the area.

#### 1.27 CONTINUITY OF WORK

No final payment will be made for work performed in any area until the depth for each dredge element required under the contract is reached in the area. Nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to stop construction operations at any time at no additional cost to the Government when for any reason the gages or ranges cannot be seen or properly followed.

## 1.28 NOTICE OF PARTNERSHIP

The Contracting Officer intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and intended to achieve completion within budget, on schedule, and in accordance with plans and specifications. This partnership would be bilateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price. To implement this partnership initiative it is anticipated that within 60 days of notice to proceed the Contractor's on-site project manager and the Contracting Officer's Resident Engineer would attend a two days partnership development seminar/team building workshop together with the Contractor's key on-site staff and key Government personnel. Follow-up workshops of 1 to 2 days duration would be held periodically throughout the duration of the contract as agreed upon by the Contractor and Contracting Officer.

PART 2 Materials (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --